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RBTC - Logistics

Algemene voorwaarden



RBTC LOGISTICS

Jurist: A. Niggendijker
Datum: 2 februari 2026

General Terms and Conditions RBTC - Logistics

Article 1 | Parties and Definitions

1. **RBTC - Logistics:** RBTC Logistics B.V., registered with the Chamber of Commerce under number 82903425, located at Münsterstraat 21 (7575 ED), in Oldenzaal, or RBTC Rotterdam Logistics B.V., registered with the Chamber of Commerce under number 98694669, located at Münsterstraat 21 (7575 ED), in Oldenzaal, user of these general terms and conditions.
2. **Further details of RBTC - Logistics:**
 - Website: www.rbtc-logistics.eu
 - Email address: info@rbtc-logistics.eu
 - Telephone number: +31 (0)5 41 20 02 21
 - VAT identification number: NL862647563B01 or NLXXX
3. **Client:** the (potential) purchaser of services offered by RBTC - Logistics.

Article 2 | Applicability

1. RBTC - Logistics declares these general terms and conditions applicable to every offer from RBTC - Logistics and, whether or not arising therefrom, agreements entered into between the parties. Unless the content thereof has changed and/or no more specific conditions apply between the parties, these general terms and conditions shall also apply to future legal relationships between the parties.
2. Deviations from these terms and conditions apply only insofar as they have been expressly agreed upon in writing by the parties. The foregoing applies explicitly to temporary offers.
3. General (purchase) terms and conditions of the Client are explicitly rejected.
4. Third parties involved by RBTC - Logistics in the execution of the agreement may also rely on these general terms and conditions.
5. If one or more (part(s)) of the provisions of these general terms and conditions are void or are annulled, for example because they conflict with mandatory law, the remaining provisions or the remaining part of the relevant provision of these general terms and conditions shall remain applicable. Parties will then consult to agree on new rules to replace the void or annulled provisions, in which the purpose and intent of the void or annulled (part of the) provisions are expressed as much as possible.
6. For the following services, in addition to the provisions in these general terms and conditions, the conditions stated therein apply, in each case in the latest version, which conditions will be sent to the Client free of charge upon first request:
 - **Road transport of goods:** the General Transport Conditions (AVC), filed by the Stichting Vervoeradres at the registry of the district courts in Amsterdam and Rotterdam;
 - **Cross-border transport:** the CMR provisions apply, as laid down in the CMR Convention, supplemented by the aforementioned AVC 2002;

- **Exceptional transport:** the General Terms and Conditions for Exceptional Transport (AVET), as last established by the Stichting Vervoeradres and filed at the Registry of the District Courts in Amsterdam and Rotterdam;
 - **Forwarding activities:** the Dutch Forwarding Conditions as filed at the district court in Amsterdam under number 23/2018 and at the district court in Rotterdam under number 16/2018.
7. In case of doubt as to which of the conditions mentioned in Article 2.6 apply, the service that must be considered characteristic for the performance to be rendered is decisive. In case of conflict between the conditions mentioned in Article 2.6 and these general terms and conditions, these general terms and conditions shall prevail.

Article 3 | Offer and Formation

1. Every offer is entirely and unconditionally non-binding and revocable and has a validity period of 30 days, unless otherwise indicated in writing by RBTC - Logistics. For ad-hoc offers, a validity period of 24 hours applies, unless otherwise indicated.
2. An offer does not automatically apply to subsequent orders or renewals.
3. The prices as stated on the website or in any other form of an offer are in Euros and exclusive of VAT and subject to levies, duties, surcharges, and other factors. Prices on the website are expressly target prices only and are therefore not binding.
4. Obvious clerical errors and accidental mistakes in the offer are not binding on RBTC - Logistics.
5. The agreement is formed at the moment the Client has accepted a written offer from RBTC - Logistics, after RBTC - Logistics has confirmed the formation of the agreement in writing, or after RBTC - Logistics, or a third party on its behalf, has commenced the execution of the agreement.
6. The agreement is therefore explicitly entered into under the suspensive and/or resolutive condition of sufficient availability of goods, vehicles, and/or (hired) personnel. If RBTC - Logistics must invoke this provision, the Client is not entitled to compensation.
7. All specifications provided by RBTC - Logistics in quotations or any other form of offer are only indications. A minor deviation from this in the delivery does not lead to a failure in the fulfillment of the agreement on the part of RBTC - Logistics. The Client can therefore derive no rights from this.
8. A composite quotation does not oblige RBTC - Logistics to perform a part of the assignment for a corresponding part of the stated price.
9. Every offer is prepared with care and is based on the information provided by the Client. The Client explicitly bears responsibility for the accuracy and completeness of the information provided, and RBTC - Logistics assumes that this information is correct when executing the assignment. If this information proves to be incorrect, RBTC - Logistics is entitled to charge all resulting costs to the Client.
10. If an assignment is given by multiple Clients, all Clients are jointly and severally bound to the agreement. If RBTC - Logistics accepts the assignment with multiple contractors, each contractor is responsible for its own actions. Article 7:407 paragraph 2 of the Dutch Civil Code is excluded.

Article 4 | Execution by RBTC - Logistics

1. RBTC - Logistics represents the interests of the Client within the limits of the assignment granted. RBTC - Logistics will perform the agreement to the best of its insight and ability and in accordance with the requirements of good craftsmanship. The Client acknowledges that RBTC - Logistics has artistic freedom in the execution of the agreement insofar as no specific properties, functions, or wishes of the Client are recorded in the main agreement/quotation. All services of RBTC - Logistics are performed on the basis of a best-efforts obligation, unless and insofar as RBTC - Logistics has explicitly promised a result in the written agreement and the result in question has also been described with sufficient certainty. RBTC - Logistics has the right to perform everything not explicitly described in the assignment according to its own technical and creative insight. Payment of the fee is therefore in no way dependent on the outcome of the assignment or the result.
2. Provision of services only takes place after the formation of the agreement.
3. RBTC - Logistics will attempt to fulfill the agreement within the indicated/estimated term. This term is not a fatal deadline, so the Client must always first give RBTC - Logistics notice of default, whereby a generous and reasonable term of 30 days must be set before proceeding to any remedy. The Client cannot dissolve the agreement due to the expiry of this term and has no right to compensation. After the expiry of this
4. RBTC - Logistics is free to have the assignment carried out by third parties. Art. 7:404 of the Dutch Civil Code is explicitly excluded from the agreement.
5. The Client must provide an address where RBTC - Logistics can perform (or have performed) the service on the indicated date. If the Client is not present at the time the service is performed on the indicated date, the costs for offering the service at a subsequent moment are for the account of the Client; this includes logistics (planning) costs at the storage location due to unexpected extra storage.
6. If delivery takes place at the location of RBTC - Logistics and/or a third party and the Client therefore collects the delivery there, the Client must adhere to the agreed time/date. If the Client does not collect the delivery on the agreed date, RBTC - Logistics has the option to recover reasonable costs for storage of the delivery from the Client.
7. Delivery only takes place after the formation of the agreement. The risk of loss or decrease in value passes to the Client from the moment these are made available to him or should have been made available to him. This is regardless of whether the transfer of ownership has already taken place.
8. RBTC - Logistics is entitled to execute the agreement in different phases and to invoice the part thus executed separately. If the agreement is executed in phases, RBTC - Logistics can suspend the execution of those parts belonging to a next phase until the Client has approved the results of the preceding phase in writing. By approval, RBTC - Logistics can no longer be held liable for defects that could reasonably have been known at the time of approval.
9. Without being in default, RBTC - Logistics may refuse a request to change the agreement if this could have consequences in qualitative and/or quantitative respects, for example, for the deliveries and/or services to be performed.
10. The Client accepts that the timeline of the assignment can be influenced if parties decide in the interim to change the approach, method, or scope of the assignment and the work resulting therefrom. When changes arise in the execution of the assignment by the Client in the interim, RBTC - Logistics will make the necessary adjustments on behalf of the Client. If this leads to additional work, RBTC - Logistics will charge this to the Client as a supplementary assignment. RBTC - Logistics may charge the extra

costs for changing the assignment to the Client, unless the change or supplement is the result of circumstances attributable to RBTC - Logistics.

11. Unless otherwise agreed in writing, RBTC - Logistics is explicitly not a party to the agreement that is formed between the Client and the supplier/executor as a result of the work or the assignment for which RBTC - Logistics provides services. Disputes arising from such an agreement must be resolved by the parties themselves. The Client indemnifies RBTC - Logistics against all remedies from these third parties against RBTC - Logistics or the Client, based on the work carried out by RBTC - Logistics.
12. If the Client enters into contact with a supplier and/or executor themselves, they must judge for themselves whether the offer (goods, services, price, and other conditions and agreements) matches their demand and whether they wish to proceed to an agreement. Payment of the fee to RBTC - Logistics does not establish an agreement between the Client and the supplier/executor. The fee of RBTC - Logistics is not dependent on whether or not an agreement is formed between the Client and the supplier/executor.
13. Europallets are exchanged exclusively in the Netherlands and only if this has been agreed upon in writing in advance. The exchange of pallets takes place exclusively upon delivery, whereby the Client is fully responsible for the quality of the offered pallets. If, in the opinion of RBTC - Logistics, a loss and failure rate of 25% or higher occurs, this will be charged to the Client.
14. Upon delivery of customs, excise, and/or military goods, the Client bears responsibility for the timely provision of complete and correct instructions and documents, which must also be physically handed over to (hired) personnel.
15. Unless otherwise agreed in writing, it is assumed that loading and unloading addresses are open and accessible for (international) vehicles on working days between 08:00 and 17:00. RBTC - Logistics is entitled to charge an amount (rounded to half hours) for the time it waits for the Client ('waiting time').
16. Dangerous goods may only be offered if transport thereof is permitted in accordance with ADR and/or IMDG regulations, whereby the Client is fully responsible for correct classification, labeling, packaging, and the provision of all legally required information and documents, including MSDS (Material Safety Data Sheet) or similar data. RBTC - Logistics explicitly bears no responsibility in this regard and the Client indemnifies RBTC - Logistics against all (damage) compensations arising therefrom.

Article 5 | Prices, Payment, and Suspension

1. For calculating the price, a choice can be made between the following two options:
 - a. All-in price: the full assignment as described in the agreement is performed for this.
 - **b. Hourly/Rate-based price:** the final total price is calculated based on pre-agreed rates per volume/distance/duration. For example, €78.50 per labor hour, €78.50 per hour a vehicle is deployed, and €2.65 per kilometer driven.
2. All other costs (e.g., tolls, bridge calculations, etc.) are not included in the price. Costs incurred for dealing with unforeseen circumstances are also not included in the price.
3. The offer was established in consultation. By concluding the agreement, parties consider the prices to be reasonable and fair.

4. Unless otherwise agreed, the Client must pay the due sum in its entirety within 14 days of receipt of the invoice by bank transfer. RBTC - Logistics is authorized to send the invoice immediately after concluding the agreement.
5. If the agreed payment term is exceeded, RBTC - Logistics is immediately entitled to charge the Client a late payment interest of 1% of the principal amount per month as well as an amount for extrajudicial collection costs. The latter costs amount to 15% of the principal amount due with a minimum of EUR 350, excluding VAT.
6. Without the express and written permission of RBTC - Logistics, the Client is not permitted to apply set-off and/or suspension and/or withholding regarding payment obligations.
7. All prices are based on/determined by factors current at the time of the price quotation or the formation of the agreement, including tax charges, levies, raw material, energy, and fuel prices, material prices, import duties, transport/freight costs, exchange rates of or relative to the Euro, and MAUT (road tax/toll by German/Austrian/Czech/Slovak/Polish governments). If changes occur in one or more of these price-determining factors after the conclusion of the agreement but before delivery by RBTC - Logistics (in general or in any case calculated by the fixed/usual supplier of RBTC - Logistics), such that this leads to a 10% or more increase in a factor, RBTC - Logistics has the right at all times to adjust the agreed price during the agreement in accordance with this increase. This circumstance is explicitly marked as unforeseen by the parties.

Article 6 | Obligations of the Client

1. The Client shall enable RBTC - Logistics to perform the assignment. The Client undertakes to provide the necessary cooperation for the execution of the agreement by RBTC - Logistics. This includes, among other things:
 - **a)** Ensuring that work and/or deliveries to be performed by third parties, which do not belong to the assignment of RBTC - Logistics, are carried out in such a way and so timely that the execution of the assignment is not delayed;
 - **b)** Arranging the workplace where the service is performed in such a way that RBTC - Logistics and/or a third party deployed by it can commence the assignment immediately upon arrival;
 - **c)** Ensuring that RBTC - Logistics has sufficient opportunity for the supply, (safe) storage, and/or removal of any aids;
 - **d)** Ensuring that the workplace and/or work environment meet all safety requirements reasonably necessary for the performance of the work.
2. When the obligations in paragraph 1 are not fulfilled (on time), the Client must inform RBTC - Logistics of this in a timely manner. RBTC - Logistics is entitled to charge the Client for the additional costs involved, such as storage, travel, labor costs, or other delay damages. In such cases, RBTC - Logistics is never held to compensate for damage resulting from delay in (final) delivery to the Client.
3. If, in the opinion of RBTC - Logistics, it appears that the circumstances on-site are such that safety cannot be guaranteed, the services of RBTC - Logistics cannot take place undisturbed, or there are otherwise obstacles in the execution of the assignment, the (to be delivered) service by RBTC - Logistics will not take place or will be discontinued prematurely without giving the Client any claim to a refund of paid funds or compensation for damage.

4. The Client explicitly bears the risk for damage caused by:
 - **a)** Inaccuracies in the constructions and working methods required by the Client;
 - **b)** Defects in the (im)movable property on or in which the assignment is carried out;
 - **c)** Defects in materials or aids provided by the Client.
5. The Client ensures that all data, which RBTC - Logistics indicates are necessary or which the Client should reasonably understand are necessary for the execution of the agreement, are provided to RBTC - Logistics in a timely manner. The Client bears the risk of correct and timely delivery of the required information and its content, regardless of how the Client delivers it. If the required data is not provided to RBTC - Logistics in time, RBTC - Logistics has the right to suspend execution of the agreement and/or charge the Client for extra costs resulting from the delay according to the usual rates.
6. Prior to execution, the Client must provide the agreed and necessary items and information to RBTC - Logistics, such as address and contact details. RBTC - Logistics will assess these to the best of its knowledge. However, RBTC - Logistics is not liable for damage arising because work was nevertheless carried out based on incorrectly provided items and information by the Client.
7. Unless otherwise agreed in writing, the loading and unloading of a delivery/shipment is for the account and risk of the Client.

Article 7 | (Interim) Termination of the Agreement

1. Art. 7:408 and 7:764 of the Dutch Civil Code are excluded in the agreement with the Client—who acts in the exercise of their profession and/or business. A Client acting in the exercise of their profession and/or business has no possibility to terminate the agreement in the interim (without remaining bound by the financial obligations if the agreement were to continue). (Interim) termination is only possible by RBTC - Logistics, without RBTC - Logistics being obliged to pay any (damage) compensation in case of termination.
2. RBTC - Logistics is at all times entitled to replace (hired) personnel charged with providing the service with another.
3. RBTC - Logistics has the right to dissolve the agreement with the Client with immediate effect for the future by means of a written notice without (further) prior notice of default if:
 - **a)** The Client entirely or partially ceases or otherwise liquidates their business operations and/or significantly changes their business activities or transfers them to a third party without prior written permission from RBTC - Logistics;
 - **b)** The Client is granted (whether or not provisional) suspension of payments, the Client is declared bankrupt, the Client submits a request for the application of a debt restructuring scheme, or the Client is placed under guardianship or administration;
 - **c)** An attachment is levied on a right belonging to the Client.
4. In case of termination of the agreement, all payments due by the Client to RBTC - Logistics are immediately and fully exigible. When the work is not fully completed, the Client owes a proportional part of the total sum.

5. In case of termination of the agreement, the Client will, at the request of RBTC - Logistics, provide all necessary cooperation so that RBTC - Logistics can dispose of delivered items unencumbered again.

Article 8 | Warranty and Liability

1. The Client only has a right to warranty and/or remedy as a result of a failure if this is explicitly indicated in the main agreement or these general terms and conditions. The Client is obliged to check every delivery and execution, in phases or otherwise, immediately but within 48 hours, for conformity regarding quantity and quality. When the performance does not comply with the agreement—whereby the best-efforts obligation as included in, among others, Article 4.1 must be taken into account—and there is therefore a defect, the Client must inform RBTC - Logistics in writing within 8 days after discovering it or after they could reasonably have discovered it.
2. After the provision of information as referred to in the previous paragraph, RBTC - Logistics will reasonably repair or replace the defect free of charge. When neither of the two remedies described above provides a solution to effectively remedy the defect, the Client has the right to (partially) dissolve the agreement regarding this defect, whereby the Client bears the costs for returning the delivered items. The foregoing applies without the Client having a right to any compensation.
3. If the defect arose due to an error attributable to the Client or if the Client informed RBTC - Logistics about the defect too late, their right to repair, replacement, or eventual dissolution as described in this article lapses. The burden of proof that the error is not attributable to the Client lies with the Client.
4. The existence of a defect does not suspend the Client's payment obligation.
5. RBTC - Logistics is only liable to the Client for direct damage of the Client. Direct damage is exclusively understood to mean: (1) reasonable costs for determining the cause and scope of the damage; (2) any reasonable costs incurred to make the defective performance of RBTC - Logistics comply with the agreement, unless the defective performance cannot be attributed to RBTC - Logistics ; and (3) reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs led to the limitation of direct damage.
6. Should RBTC - Logistics be liable to the Client, then this liability is limited to the amount paid out under the professional/business liability insurance or other liability insurance taken out by RBTC - Logistics, but at most (in case there is no insurance that can be claimed or the insurance does not pay out) to the amount of the invoice from RBTC - Logistics to the Client from which the damage arose, increased by 15%.
7. Liability of RBTC - Logistics does not extend to consequential damage, indirect damage, non-material damage, delay damage, property damage, reduced goodwill, lost turnover and/or profit, business interruption, etc.
8. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence by RBTC - Logistics.
9. The Client indemnifies RBTC - Logistics against third-party damage arising in connection with the agreement because RBTC - Logistics acted (including omissions)

based on incorrect, incomplete, or late information, data, and documents provided by the Client or in deviation from these general terms and conditions.

10. RBTC - Logistics explicitly accepts no liability for damage to a delivery/shipment as a result of poorly packaged goods by the Client.
11. RBTC - Logistics is not liable for damage as a result of using advice in an incorrect, incompetent, or abnormal way. RBTC - Logistics is not liable for the way in which the Client executes or puts the provided advice into practice. No rights can be derived from the advice.
12. The Client is aware that the advice from RBTC - Logistics explicitly does not concern medical and/or legal advice. The Client bears the responsibility to seek advice from professionals regarding the foregoing.
13. Every damage and/or right of claim, other than the defects described above, must be reported to RBTC - Logistics within 12 months after the moment the Client became aware or could reasonably have been aware of the existence of these rights and powers, on penalty of forfeiture of the claim. If the Client suffers damage, this must be reported to RBTC - Logistics immediately. In addition, the Client is obliged to do everything reasonable to limit the aforementioned damage as much as possible.

Article 9 | Force Majeure

1. Force majeure is understood to mean, in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, over which RBTC - Logistics has no influence. This includes war, strikes, traffic disruptions, (extreme) weather conditions, unforeseeable stagnation, disruptions in energy supply, transport difficulties, fire, loss or damage during transport, import and/or export restrictions, shortcomings of third parties on whom RBTC - Logistics is dependent for the execution of the agreement with the Client, epidemics, pandemics, and government measures.
2. During force majeure, the obligations of RBTC - Logistics are suspended. If fulfillment is impossible for more than one month due to force majeure or if there are other circumstances making it disproportionately heavy for RBTC - Logistics to fulfill its obligations, RBTC - Logistics is authorized to entirely or partially dissolve the agreement by a notice to the Client and without judicial intervention, without there being an obligation to compensate for damage in that case.
3. If RBTC - Logistics has already partially fulfilled its obligations at the onset of force majeure, it is entitled to invoice the part already delivered or performed separately, or to partially credit in case of advance payments.
4. In case of (interim) dissolution of the agreement, all payments due by the Client to RBTC - Logistics are immediately and fully exigible.

Article 10 | Intellectual Property and Confidentiality

1. All rights to the materials provided by RBTC - Logistics remain reserved to it. Nothing from the publication(s) may be reproduced, stored in a permanent data carrier or automated database, or made public without express prior written permission from RBTC - Logistics. It is not permitted to make any material available to third parties.
2. The Client is aware that the intellectual property regarding the services of RBTC - Logistics belongs to RBTC - Logistics. The Client is not permitted to reproduce, disclose, and/or exploit any content or other intellectual creations, whether or not

made public by RBTC - Logistics, without prior written permission from RBTC - Logistics.

3. RBTC - Logistics reserves the rights and powers to which it is entitled under the Copyright Act (Auteurswet) and other intellectual property laws and regulations. RBTC - Logistics has the right to use knowledge gained on its side through the execution of an agreement for other purposes, provided that no strictly confidential information of the Client is brought to the attention of third parties.
4. All parties are obliged to keep confidential information obtained in the context of the agreement secret, subject to any legal obligations.
5. If the Client acts in violation of one of the four preceding paragraphs, the Client owes RBTC - Logistics an immediately payable fine of EUR 10,000 per violation, without prejudice to the right of RBTC - Logistics to claim full compensation for damage.

Article 11 | Changes to the General Terms and Conditions

1. RBTC - Logistics reserves the right to change or supplement these general terms and conditions. Changes also apply to agreements already concluded, subject to a period of 30 days after publication of the change. Changes of minor importance can be implemented at any time. If the Client does not want to accept a change in these general terms and conditions, they can terminate the agreement until the date the new general terms and conditions take effect, effective from this date or the date of receipt of the cancellation if it is after the effective date of the change.

Article 12 | Forum, Choice of Law, and Transfer of Rights

1. RBTC - Logistics is authorized to transfer its rights and obligations under this agreement to a third party. The Client is only authorized to transfer their rights and duties to a third party with written permission from RBTC - Logistics.
2. This agreement—and other agreements concluded between the parties—is exclusively governed by Dutch law, with the express exception of the Vienna Sales Convention. Should an obligation arise between the parties in the future, other than arising from an agreement, Dutch law shall also apply to that obligation.
3. In the event that a dispute arises from the agreement between parties, the exclusively absolutely competent judge is the judge in the district in which RBTC - Logistics has its (main) place of business. In the event that a dispute arises between parties regarding non-contractual obligations, the exclusively absolutely competent judge is also the judge in the district in which RBTC - Logistics has its main place of business.

These general terms and conditions were drafted by Bleijerveld Juridisch Advies - www.bleijerveldjuridischadvies.nl.